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8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**
10 **SAN FRANCISCO**

11 **IN RE GOOGLE PLAY STORE**
12 **ANTITRUST LITIGATION**

13 THIS DOCUMENT RELATES TO:

14 *Epic Games, Inc. v. Google LLC et al.*,
15 Case No. 3:20-cv-05671-JD
16

Case No. 3:21-md-02981-JD

**DECLARATION OF DONN MORRILL ISO
NON-PARTY AMAZON.COM LLC'S
REQUEST TO SEAL HIGHLY
CONFIDENTIAL INFORMATION**

Honorable James Donato

1 I, Donn Morrill, declare as follows:

2 1. I am the Director of Content and Apps Developer Relations at Amazon.com LLC
3 (“Amazon.”). In that role, I am responsible for Amazon’s technical relationship with app
4 developers, including educating app and content developers on Amazon services through email
5 marketing, social media, webinars, and public speaking, and providing technical and program
6 resources to assist developers and content creators develop apps for the Amazon ecosystem. Based
7 on my experience and responsibilities at Amazon, I am familiar with Amazon’s strategy and
8 business practices regarding its Appstore business. I have personal knowledge of the facts set
9 forth in the documents set forth below.

10 2. I provide this information in support of Amazon’s motion to file limited exhibits
11 produced by Amazon under seal.

12 3. **Exhibit 1362 (AMZ-GP_00001492): Request to Seal Entire Document.** As part
13 of its Appstore business, Amazon negotiates individual contracts with a number of app developers.
14 The terms of these agreements govern how app developers distribute and sell their applications (or
15 in-app products) through the Amazon Appstore. Amazon’s contracts with key developers are
16 heavily negotiated and contain detailed financial terms that are kept in strict confidence by
17 Amazon and the developer. Among other terms, these contracts contain a royalty term whereby
18 the app developer and Amazon agree how to split revenue from paid purchases of that application
19 (or in-app products) through the Amazon Appstore. The specific royalty is the subject of
20 negotiations, the results of which are highly confidential, not publicly disclosed, and protected by
21 confidentially provisions in these contracts.

22 4. Exhibit 1362 contains five of the most sensitive and confidential contract terms for
23 the top thirty application developers and Amazon, including the royalty share, financial incentives,
24 payment processing requirements, content exclusivity, and specific API or other support.

25 5. This information is not publicly disclosed. If application developers had access to
26 this confidential information from other contracts, it would put Amazon at a significant
27 disadvantage. For example, the largest application developers could use this information in their
28 negotiations by seeking to improve their royalty terms or arguing that they should receive greater

1 revenues because of their specific unique advantages. Amazon routinely negotiates and
 2 renegotiates such agreements and anticipates continuing to do so during the next year (and
 3 beyond).

4 6. Similarly, if other app store providers, including Amazon's competitors, had access
 5 to this information, they could take advantage of the information in their own negotiations with
 6 application developers. This would give them an unfair competitive advantage over Amazon
 7 because Amazon does not have this information about other app store businesses. Only limited
 8 portions of this document were shown in court.

9 7. **Exhibit 1363 (AMZ-GP_00002471): Request to Seal Only Summary Tab 1-3.**
 10 Amazon seeks to seal portions of this document that were not shown in Court or used with any
 11 witness, specifically Tabs 1-3. Tab 3 of this excel document shows Amazon's contractual revenue
 12 share with developers, by band. Specifically it shows how much of Amazon's revenue comes from
 13 developers' contracts with >70% revenue share, 71%-75% revenue share, 75%-80% revenue
 14 share, 80%-85% revenue share, and more than 85% revenue share. Like the top thirty application
 15 developer terms, this information could be used by developers to harm Amazon in negotiations.
 16 Application developers could seek to use this information to increase their revenue share and
 17 decrease Amazon's. Similarly, other companies with app stores could use this information in their
 18 negotiations with app developers, which could harm Amazon and competition. Tabs 1 and 2 show
 19 confidential information about the number of apps on the Amazon Appstore, including the number
 20 with profitable sales.

21 8. **Exhibit 1366 (AMZ-GP_00003257): Request to Seal Only Pages 3-15, 17-18,**
 22 **and Portions of Page 2.** Exhibit 1366 is an 18-page Amazon business planning document
 23 regarding the Appstore and number of other business areas. It also includes forward looking
 24 financial projections for Appstore business and projects. None of this material was used in Court.
 25 Only the cover page, one paragraph on page 2, and page 16 were shown in Court. If a competitor
 26 had access to these financial projections, it could cause competitive harm to Amazon. Amazon
 27 therefore requests that the remainder of the document be redacted before it is placed in the public
 28 record, including the forward-looking financial projections and other highly confidential business

1 information.

2 9. **Exhibit 11406 (AMZ-GP_00001672): Request to Seal Only Pages 3-7.** Exhibit
 3 1366 is a 7-page Amazon business planning document that contains a review of the customer and
 4 developer experience on the Amazon Appstore. The document includes a number of forward-
 5 looking strategic goals and recommendations for the Amazon Appstore based on this review. The
 6 document provides a detailed assessment of Amazon's view of the strengths and weaknesses of the
 7 Amazon Appstore experience and experiences on other app stores. Amazon intended this
 8 information remain confidential. If disclosed, Amazon's competitors could use this information to
 9 disadvantage Amazon in contract negotiations, in their own business strategy, or in advertising or
 10 marketing about Amazon. Amazon does not have access to such internal reviews of other app
 11 store businesses. Only pages 1 and 2 of this document were used in court. Amazon requests that
 12 the remainder of the document be redacted before it is placed in the public record, including the
 13 forward-looking development recommendations and other highly confidential business
 14 information.

15 10. Amazon therefore respectfully requests that the documents listed be sealed given
 16 that they contain competitively sensitive information that would harm Amazon in negotiations
 17 were such information publicly disclosed.

18 11. I file this Declaration in support of Amazon's Administrative Motion to Seal. I have
 19 reviewed the exhibits listed in the chart provided to me. The exhibits I reviewed are non-public
 20 information relating to Amazon that is highly confidential for the reasons outlined above.

21 I declare under penalty of perjury under the laws of the United States of America that the
 22 foregoing is true and correct to the best of my knowledge.

23 Dated: December 21, 2023

24 By /s/ Donn Morrill

25 Donn Morrill
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